

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Communication Academy Corporation Attention: Jackson Chow	
Address: 7337 Bollinger Road, #E Cupertino, CA 95014	Tax ID Number: -
Phone Number: (408) 777-8876	

This Agreement for Recreation Services is made by and between the City of Milpitas; a municipal corporation of the State of California ("City") and **Communication Academy Corporation**, an individual or a California corporation ("Contractor") and this Agreement will be in effect from **June 8, 2015** to **August 31, 2015**, in Milpitas, California.

1. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
2. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
3. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: **Educational Writing, Speaking and Math Classes** (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
4. **Compensation.** It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 70 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 5
Minimum Participants 4

Maximum Participants 8

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. _____ Contractor initials.
8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

18. No Oral Modification. This Agreement may not be altered or amended except by a written document executed by the parties hereto.
19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

[Communication Academy (Jackson Chow)]

Date:_____

CITY OF MILPITAS, CALIFORNIA

By:_____

Date:_____

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

Communication Academy
Attention: Jackson Chow
7337 Bollinger Road #E
Cupertino CA 95014

Home Phone:

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
2124 - Pre-Public Speaking Club: Confident Self Camp Cracolice Game Room	2015 Summer		Mon Aug 3-Fri Aug 7 1:00 PM-3:30 PM	Yes		1	5	12.50	0.00	0.00
General Rate: 70.0000% of key fees										
2125 - Pre-Public Speaking Club: Confident Self Camp Cracolice Game Room	2015 Summer		Mon Jul 27-Fri Jul 31 1:00 PM-3:30 PM	Yes		1	5	12.50	0.00	0.00
General Rate: 70.0000% of key fees										
2126 - Public Speaking Club: Creative Interpretation Camp Cracolice Game Room	2015 Summer		Mon Jul 20-Fri Jul 24 1:00 PM-3:30 PM	Yes		1	5	12.50	0.00	0.00
General Rate: 70.0000% of key fees										
2127 - Math Olympiad Cracolice Game Room	2015 Summer		Mon Aug 3-Fri Aug 7 9:30 AM-12:00 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees										
2128 - Math Olympiad Cracolice Game Room	2015 Summer		Mon Aug 3-Fri Aug 7 9:30 AM-12:00 PM	Yes		1	5	12.50	0.00	0.00
General Rate: 70.0000% of key fees										
2129 - Math Olympiad Cracolice Game Room	2015 Summer		Mon Jul 13-Fri Jul 17 1:00 PM-3:30 PM	Yes		1	5	12.50	0.00	0.00
General Rate: 70.0000% of key fees										
2130 - Math Olympiad Cracolice Game Room	2015 Summer		Mon Jun 15-Fri Jun 19 9:30 AM-12:00 PM	Yes		1	5	12.50	0.00	0.00
General Rate: 70.0000% of key fees										

Milpitas Recreation

457 E. Calaveras Blvd.
Milpitas, CA, 95035
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2131 - Academic Writing: Journalism Camp Cracolice Game Room	2015 Summer	Mon Jul 27-Fri Jul 31 9:30 AM-12:00 PM	Yes	1	5	12.50	0.00	0.00
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General Rate: 70.0000% of key fees

2132 - Academic Writing: Journalism Camp Cracolice Game Room	2015 Summer	Mon Jul 20-Fri Jul 24 9:30 AM-12:00 PM	Yes	1	5	12.50	0.00	0.00
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General Rate: 70.0000% of key fees

2133 - Academic Reading: Book Club Camp Cracolice Game Room	2015 Summer	Mon Jul 13-Fri Jul 17 9:30 AM-12:00 PM	Yes	1	5	12.50	0.00	0.00
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General Rate: 70.0000% of key fees

2134 - Debate/Critical Thinking: Student Congress Camp Cracolice Game Room	2015 Summer	Mon Jun 15-Fri Jun 19 1:00 PM-3:30 PM	Yes	1	5	12.50	0.00	0.00
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General Rate: 70.0000% of key fees

2135 - Pre-Public Speaking & Math Olympiad Camp Cracolice Game Room	2015 Summer	Mon Aug 3-Fri Aug 7 9:30 AM-3:30 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 70.0000% of key fees

2136 - Pre-Public Speaking & Academic Writing Camp Cracolice Game Room	2015 Summer	Mon Jul 27-Fri Jul 31 9:30 AM-3:30 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 70.0000% of key fees

2137 - Academic Reading & Math Olympiad Camp Cracolice Game Room	2015 Summer	Mon Jul 13-Fri Jul 17 9:30 AM-3:30 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 70.0000% of key fees

2138 - Debate & Math Olympiad Camp Cracolice Game Room	2015 Summer	Mon Jun 15-Fri Jun 19 9:30 AM-3:30 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 70.0000% of key fees

2139 - Public Speaking & Academic Writing Camp Cracolice Game Room	2015 Summer	Mon Jul 20-Fri Jul 24 9:30 AM-3:30 PM	Yes	1	5	30.00	0.00	0.00
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General Rate: 70.0000% of key fees

Milpitas Recreation

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

Vendor Number
15729

City of Milpitas
455 E. Calaveras Blvd., Milpitas CA 95035

Purchase Order Requisition Page ___ of ___

Recommended Supplier / Contact / Street Address

Reason For Recommendation

Ship To

Special Instructions

Department Head Approvals

Approval Date

Communication Academy
Attention: Jackson Chow
7337 Bollinger Road, #E

City of Milpitas
Date Flunoy
457 E. Calaveras Blvd.
Milpitas, CA 95035

City, State & Zip Code

Telephone

Fax #

Cupertino, CA 95014

408-777-8876

Check box if
attachments are to
be sent with PO ☐

Check box to
send PO
to vendor ☐

Date Required:

Requested by:
Date Flunoy

Ext.
3228

Date Requested:

Signature signifies certification that funds are available and need of services
or materials are valid in this function unit or project

Item Quantity Unit of Measure

Description

Unit Price

Extended Price

Account Number
Fund - Function - Expenditure / Cp / Pg / Gt

1 1 1 Class payments

\$20,000.00 \$20,000.00

100-170-4237

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Justification Or Intended Use Of Goods or Services

Sub Total \$20,000.00

Tax \$0.00

Freight \$0.00

Total \$20,000.00

Requestor Check-off list:

Agreement Dated: _____
Certificate of Insurance Expiration Date: _____
City Council Approved on (for purchases over \$20,000): _____
Competitive Bidding - 3 quotes received ☐ Yes** ☐ No
Sole Source Justification form (attach)
Emergency Procurement form (attach)
(*attach Agenda & Minutes) (**attach quotes)

☒ not applicable
☒ not applicable
☒ not applicable
☒ not applicable
☒ not applicable
☒ not applicable

For Accounting Use Only

Forward Original to Accounting Services. Save a copy for your records

Revised 10/6/70

Signature Approval _____
C/P Budget Check _____
Acct. Code Check _____
Agreement Dated _____
Insurance Expires _____
City Council _____
Dependable? If yes, use PO# EQ _____
Multiple Account Use PO# MA _____
Commodity Code: _____
Ship to Code: _____
PO Entered on: _____
PO # _____
Batch # _____
Entered by: _____

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Mad Doug, Inc, aka Mad Science of the Bay Area 41324 CHRISTY STREET	
Address: 5409 Central Avenue, Suite 6 Newark, CA 94560- FREMONT 94538	Tax ID Number: 94 - 3316247
Phone Number: (877) 390-5437	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and **Mad Doug, Inc.**, an individual or a California corporation ("Contractor") and this Agreement will be in effect from **June 1, 2015** to **September 30, 2015**, in Milpitas, California.

1. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

2. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

3. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: **Various Science Camps and Classes** (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.

4. **Compensation.** It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 70 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 5
 Minimum Participants 10
 Maximum Participants 20

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.
5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. SLC Contractor initials.
8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

Susan W. Crawford, President
[Mad Doug, Inc]

Date: 6/2/15

CITY OF MILPITAS, CALIFORNIA

By: Renee Jorntzen

Date: 6/4/15

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

Mad Science Of Bay Area
Susan Crawford
41324 Christy Street
Fremont CA 94538

Letter of Agreement

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Hrs. Prep.	# Ongoing Hrs. Prep.
2094 - Spy Academy Adobe Building	2015 Summer		Mon Jul 13-Fri Jul 17 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 70.0000% of key fees										
2095 - Wacky Robots & Widgets Adobe Building	2015 Summer		Mon Jul 20-Fri Jul 24 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 70.0000% of key fees										
2096 - Fizz-ical Phenomena & Che-mystery Adobe Building	2015 Summer		Mon Jul 6-Fri Jul 10 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 70.0000% of key fees										
2097 - Little Green Thumbs Adobe Building	2015 Summer		Mon Jun 29-Thu Jul 2 9:00 AM-12:00 PM	Yes		1	4	12.00	0.00	0.00
General Rate: 70.0000% of key fees										
2098 - NASA: Journey Into Outer Space Adobe Building	2015 Summer		Mon Jun 29-Thu Jul 2 1:00 PM-4:00 PM	Yes		1	4	12.00	0.00	0.00
General Rate: 70.0000% of key fees										
2101 - Eco-Explorers Adobe Building	2015 Summer		Mon Jul 27-Fri Jul 31 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 70.0000% of key fees										
2102 - Eureka! Young Inventors' Camp Adobe Building	2015 Summer		Mon Aug 3-Fri Aug 7 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 70.0000% of key fees										

Milpitas Recreation

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

2103 - Reactions In Action! Adobe Building	2015 Summer	Mon Jun 15-Fri Jun 19 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 70.0000% of key fees								
2104 - Jet Cadets Adobe Building	2015 Summer	Mon Jun 22-Fri Jun 26 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 70.0000% of key fees								

Revised 10/6/10

For Accounting Use Only

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Barry Poole	
Address: 1947 Half Pence Way San Jose, CA 95132	Tax ID Number: 566 -61-6073
Phone Number: (408) 569-3109	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and Barry Poole, an individual or a California corporation ("Contractor") and this Agreement will be in effect from June 8, 2015 to August 31, 2105, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Tennis Classes (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 70 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 1, 4, 5, 10

Minimum Participants 1, 3, 5, 6

Maximum Participants 18, 20, 24

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
- C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.
- D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).
- E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.
- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.

5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.
7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. BRP Contractor initials.
8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

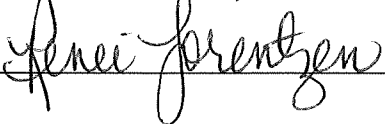
CONTRACTOR:



[Barry Poole]

Date: 5/26/2015

CITY OF MILPITAS, CALIFORNIA

By: 

Date: 4/4/15

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

Barry Poole
1947 Half Pence Wy
San Jose CA 95132

Letter of Agreement

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
2334 - Quick Start Slams Hall Tennis Court #2	2015 Summer		Wed May 6-Sat Aug 8 3:30 PM-4:15 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees										
2335 - Quick Start Slams Hall Tennis Court #1	2015 Summer		Sat Jun 6-Sat Jun 27 11:30 AM-12:15 PM	Yes		4	12	9.00	0.00	0.00
General Rate: 70.0000% of key fees										
2336 - Quick Start Slams Hall Tennis Court #2	2015 Summer		Sat Jul 11-Sat Aug 8 11:30 AM-12:15 PM	Yes		5	15	11.25	0.00	0.00
General Rate: 70.0000% of key fees										
2337 - Quick Start Slams Hall Tennis Court #2	2015 Summer		Mon Jun 1-Wed Jul 1 3:30 PM-4:15 PM	Yes		5	30	22.50	0.00	0.00
General Rate: 70.0000% of key fees										
2338 - Quick Start Slams Hall Tennis Court #2	2015 Summer		Mon Jul 6-Wed Aug 5 3:30 PM-4:15 PM	Yes		5	30	22.50	0.00	0.00
General Rate: 70.0000% of key fees										
2340 - Junior Stars Tennis Hall Tennis Court #3	2015 Summer		Sat Jun 6-Sat Aug 8 4:00 PM-5:30 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees										
2341 - Junior Stars Tennis Hall Tennis Court #3	2015 Summer		Sat Jun 6-Sat Jun 27 1:30 PM-3:00 PM	Yes		4	12	18.00	0.00	0.00
General Rate: 70.0000% of key fees										

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

2342 - Junior Stars Tennis Hall Tennis Court #2	2015 Summer	Sat Jul 11-Sat Aug 8 1:30 PM-3:00 PM	Yes	5	15	22.50	0.00	0.00
General Rate: 70.0000% of key fees								
2344 - Junior Stars Tennis Hall Tennis Court #2	2015 Summer	Tue Jul 7-Thu Aug 6 4:00 PM-5:30 PM	Yes	5	30	45.00	0.00	0.00
General Rate: 70.0000% of key fees								
2345 - Satellites Hall Tennis Court #1	2015 Summer	Mon Jun 1-Sat Aug 8 12:30 PM-1:30 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								
2346 - Satellites Hall Tennis Court #3	2015 Summer	Sat Jun 6-Sat Jun 27 12:30 PM-1:30 PM	Yes	4	12	12.00	0.00	0.00
General Rate: 70.0000% of key fees								
2347 - Satellites Hall Tennis Court #3	2015 Summer	Sat Jul 11-Sat Aug 8 12:30 PM-1:30 PM	Yes	5	15	15.00	0.00	0.00
General Rate: 70.0000% of key fees								
2349 - Satellites Hall Tennis Court #2	2015 Summer	Mon Jul 6-Wed Aug 5 4:30 PM-5:30 PM	Yes	5	30	30.00	0.00	0.00
General Rate: 70.0000% of key fees								
2350 - Adult Basic Tennis Hall Tennis Court #1	2015 Summer	Wed Jun 3-Sat Aug 8 10:00 AM-11:30 AM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								
2351 - Adult Basic Tennis Hall Tennis Court #1	2015 Summer	Sat Jun 6-Sat Jun 27 10:00 AM-11:30 AM	Yes	4	12	18.00	0.00	0.00
General Rate: 70.0000% of key fees								
2352 - Adult Basic Tennis Hall Tennis Court #3	2015 Summer	Sat Jul 11-Sat Aug 8 10:00 AM-11:30 AM	Yes	5	15	22.50	0.00	0.00
General Rate: 70.0000% of key fees								
2353 - Adult Basic Tennis Hall Tennis Court #2	2015 Summer	Wed Jun 3-Wed Jul 1 7:00 PM-8:30 PM	Yes	5	15	22.50	0.00	0.00
General Rate: 70.0000% of key fees								

457 E. Calaveras Blvd.
Milpitas, CA, 95035
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2354 - Adult Basic Tennis Hall Tennis Court #1	2015 Summer	Wed Jul 8-Wed Aug 5 7:00 PM-8:30 PM	Yes	5	15	22.50	0.00	0.00
General Rate: 70.0000% of key fees								
2372 - Private Tennis Lessons - June Hall Tennis Court #1	2015 Summer	Tue Jun 2-Tue Jun 30 6:00 PM-8:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								
2373 - Private Tennis Lessons - July Hall Tennis Court #1	2015 Summer	Wed Jul 1-Fri Jul 31 10:00 AM-12:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								
2374 - Private Tennis Lessons - August Hall Tennis Court #1	2015 Summer	Sat Aug 1-Mon Aug 31 10:00 AM-12:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								
2376 - Stars Tennis Camp Hall Tennis Court #1	2015 Summer	Mon Jun 8-Fri Jul 31 9:00 AM-12:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								
2377 - Stars Tennis Camp Hall Tennis Court #3	2015 Summer	Mon Jun 8-Fri Jun 12 9:00 AM-12:00 PM	Yes	1	15	45.00	0.00	0.00
General Rate: 70.0000% of key fees								
2378 - Stars Tennis Camp Hall Tennis Court #2	2015 Summer	Mon Jun 15-Fri Jun 19 9:00 AM-12:00 PM	Yes	1	15	45.00	0.00	0.00
General Rate: 70.0000% of key fees								
2380 - Stars Tennis Camp Hall Tennis Court #1	2015 Summer	Mon Jun 22-Fri Jun 26 9:00 AM-12:00 PM	Yes	1	15	45.00	0.00	0.00
General Rate: 70.0000% of key fees								
2381 - Stars Tennis Camp Hall Tennis Court #1	2015 Summer	Mon Jun 29-Thu Jul 2 9:00 AM-12:00 PM	Yes	1	12	36.00	0.00	0.00
General Rate: 70.0000% of key fees								
2382 - Stars Tennis Camp Hall Tennis Court #3	2015 Summer	Mon Jul 6-Fri Jul 10 9:00 AM-12:00 PM	Yes	1	15	45.00	0.00	0.00
General Rate: 70.0000% of key fees								

457 E. Calaveras Blvd.
Milpitas, CA, 95035
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2384 - Stars Tennis Camp Hall Tennis Court #2	2015 Summer	Mon Jul 13-Fri Jul 17 9:00 AM-12:00 PM	Yes	1	15	45.00	0.00	0.00
General Rate: 70.0000% of key fees								
2386 - Stars Tennis Camp Hall Tennis Court #1	2015 Summer	Mon Jul 20-Fri Jul 24 9:00 AM-12:00 PM	Yes	1	15	45.00	0.00	0.00
General Rate: 70.0000% of key fees								
2387 - Stars Tennis Camp Hall Tennis Court #1	2015 Summer	Mon Jul 27-Fri Jul 31 9:00 AM-12:00 PM	Yes	1	15	45.00	0.00	0.00
General Rate: 70.0000% of key fees								
2397 - USTA Jr. League Team Tennis 1 Hall Tennis Court #2	2015 Summer	Thu Jun 11-Thu Jul 16 1:00 PM-3:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees								
2398 - USTA Jr. League Team Tennis 1 Hall Tennis Court #1	2015 Summer	Thu Jun 11-Thu Jun 11 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
General Rate: 70.0000% of key fees								
2399 - USTA Jr. League Team Tennis 1 Hall Tennis Court #1	2015 Summer	Thu Jun 18-Thu Jun 18 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
General Rate: 70.0000% of key fees								
2400 - USTA Jr. League Team Tennis 1 Hall Tennis Court #2	2015 Summer	Thu Jun 25-Thu Jun 25 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
General Rate: 70.0000% of key fees								
2401 - USTA Jr. League Team Tennis 1 Hall Tennis Court #3	2015 Summer	Thu Jul 9-Thu Jul 9 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
General Rate: 70.0000% of key fees								
2402 - USTA Jr. League Team Tennis 1 Hall Tennis Court #1	2015 Summer	Thu Jul 16-Thu Jul 16 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
General Rate: 70.0000% of key fees								

Milpitas Recreation

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

2403 - USTA Jr. League Team Tennis 2 Hall Tennis Court #2	2015 Summer	Fri Jun 12-Fri Jul 17 1:00 PM-3:00 PM	Yes	0	0	0.00	0.00	0.00
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General Rate: 70.0000% of key fees

2405 - USTA Jr. League Team Tennis 2 Hall Tennis Court #1	2015 Summer	Fri Jun 19-Fri Jun 19 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
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General Rate: 70.0000% of key fees

2406 - USTA Jr. League Team Tennis 2 Hall Tennis Court #1	2015 Summer	Fri Jun 26-Fri Jun 26 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
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General Rate: 70.0000% of key fees

2407 - USTA Jr. League Team Tennis 2 Hall Tennis Court #2	2015 Summer	Fri Jul 10-Fri Jul 10 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
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General Rate: 70.0000% of key fees

2408 - USTA Jr. League Team Tennis 2 Hall Tennis Court #2	2015 Summer	Fri Jul 17-Fri Jul 17 1:00 PM-3:00 PM	Yes	1	3	6.00	0.00	0.00
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General Rate: 70.0000% of key fees

Vendor Number
27910

City of Milpitas
455 E. Calaveras Blvd., Milpitas CA 95035

Purchase Order Requisition Page ___ of ___

Recommended Supplier / Contact / Street Address

Barry Poole
1947 Half Pence Way

Reason For Recommendation

City of Milpitas
Dale Flunoy
457 E. Calaveras Blvd.
Milpitas, CA 95035

Special Instructions

Department Head Approvals

Approval Date

City, State & Zip Code

San Jose, CA 95132

Telephone

408-569-3109

Fax #

Check box if attachments are to be sent with PO ☐

Check box to send PO to vendor ☐

Date Required:

Requested by: Dale Flunoy

Date Flunoy 3228

Ext. Date Requested:

Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project

Item Quantity Unit of Measure

Description

Unit Price

Extended Price

Account Number Fund - Function - Expenditure / C/P / P/G / GT

1 1 1 Class payments

\$30,000.00

\$30,000.00

100-170-4237

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Justification Or Intended Use Of Goods or Services

Sub Total

\$30,000.00

Tax

\$0.00

Freight

\$0.00

Total

\$30,000.00

Requestor Check-off list:

Agreement Dated: _____

Certificate of Insurance Expiration Date: _____

City Council Approved on (for purchases over \$20,000): _____ *

Competitive Bidding - 3 quotes received ☐ Yes** ☐ No

Sole Source Justification form (attach)

Emergency Procurement form (attach)

(*attach Agenda & Minutes)

(**attach quotes)

☒ not applicable

☒ not applicable

☒ not applicable

☒ not applicable

☒ not applicable

☒ not applicable

For Accounting Use Only

Signature Approval _____

CIP Budget Check _____

Acct. Code Check _____

Agreement Dated _____

Insurance Expires _____

City Council _____

Depreciable? If yes, use PO# EQ _____

Multiple Account Use PO# MA _____

Commodity Code: _____

Ship to Code: _____

PO Entered on: _____

PO # _____

Batch # _____

Entered by _____

Forward Original to Accounting Services, Save a copy for your records

Revised 10/6/10

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Irene Saxe, Harmony Makers	
Address: 241 Barbara Drive Los Gatos, Ca 95132	Tax ID Number: 46-3769122
Phone Number: (408) 813-3043	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and Irene Saxe, an individual or a California corporation ("Contractor") and this Agreement will be in effect from June 8, 2015 to August 31, 2105, in Milpitas, California.

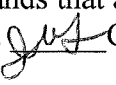
1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Music Together and Ukulele Classes (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

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- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 7 and 10
Minimum Participants 4, 6
Maximum Participants 8, 12

- B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.
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- F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.

5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
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8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

Irene V Saxe
[Irene Saxe, Harmony Makers]

Date: 5/25/15

CITY OF MILPITAS, CALIFORNIA

By: Renee Jrentzen

Date: 6/4/15

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

Irene Saxe
241 Barbara Dr
Los Gatos CA 95032

Instructor ID:
SSN:
Home Phone: (408) 813-3043

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
1993 - Music Together MCC Large Meeting Room	2015 Summer		Tue Jun 9-Sat Aug 22 9:30 AM-10:15 AM	Yes		0	0	0.00	0.00	0.00
General Rate: 70.0000% of key fees										
1994 - Music Together MCC Large Meeting Room	2015 Summer		Tue Jun 9-Tue Aug 18 9:30 AM-10:15 AM	Yes		10	10	7.50	0.00	0.00
General Rate: 70.0000% of key fees										
1995 - Music Together MCC Large Meeting Room	2015 Summer		Tue Jun 9-Tue Aug 18 10:30 AM-11:15 AM	Yes		10	10	7.50	0.00	0.00
General Rate: 70.0000% of key fees										
1996 - Music Together MCC Large Meeting Room	2015 Summer		Tue Jun 9-Tue Aug 18 11:30 AM-12:15 PM	Yes		10	10	7.50	0.00	0.00
General Rate: 70.0000% of key fees										
1997 - Music Together MCC Large Meeting Room	2015 Summer		Wed Jun 10-Wed Aug 19 5:30 PM-6:15 PM	Yes		10	10	7.50	0.00	0.00
General Rate: 70.0000% of key fees										
1998 - Music Together MCC Large Meeting Room	2015 Summer		Wed Jun 10-Wed Aug 19 6:30 PM-7:15 PM	Yes		10	10	7.50	0.00	0.00
General Rate: 70.0000% of key fees										

Milpitas Recreation

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

1999 - Music Together MCC Large Meeting Room	2015 Summer	Sat Jun 13-Sat Aug 22 10:00 AM-10:45 AM	Yes	10	10	7.50	0.00	0.00
General Rate: 70.0000% of key fees								
2000 - Music Together MCC Large Meeting Room	2015 Summer	Sat Jun 13-Sat Aug 22 11:00 AM-11:45 AM	Yes	10	10	7.50	0.00	0.00
General Rate: 70.0000% of key fees								
2001 - Ukulele for Fun MCC Large Meeting Room	2015 Summer	Thu Jun 18-Thu Aug 6 7:30 PM-8:15 PM	Yes	7	7	5.25	0.00	0.00
General Rate: 70.0000% of key fees								
2024 - Ukulele for Parent & Preschooler MCC Large Meeting Room	2015 Summer	Thu Jun 18-Thu Aug 6 5:30 PM-6:15 PM	Yes	7	7	5.25	0.00	0.00
General Rate: 70.0000% of key fees								
2025 - Ukulele for Parent & Child MCC Large Meeting Room	2015 Summer	Thu Jun 18-Thu Aug 6 6:30 PM-7:15 PM	Yes	7	7	5.25	0.00	0.00
General Rate: 70.0000% of key fees								

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Noteworthy Music School Attention: DebbyLee Macchione	
Address: 1220 Tasman Drive, #457 Sunnyvale, CA 94089	Tax ID Number: 77 - 0208104
Phone Number: (408) 734-4211	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and Noteworthy Music School, an individual or a California corporation ("Contractor") and this Agreement will be in effect from June 8, 2015 to August 31, 2015, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Keyboards, Guitar, Semi-Private Lessons Beethoven Beginners and Mozart Beginners Classes (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 72 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 8 and 9
Minimum Participants 2, 4
Maximum Participants 6

B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.

C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.


D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).

E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.

F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.

5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.


7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage.  Contractor initials.

8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

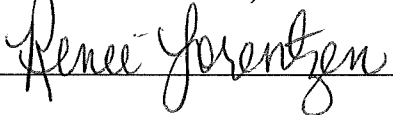
18. No Oral Modification. This Agreement may not be altered or amended except by a written document executed by the parties hereto.
19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:


[Noteworthy Music School (DebbyLee Macchione)]

Date: May 28, 2015

CITY OF MILPITAS, CALIFORNIA

By: 

Date: 6/4/15

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

Noteworthy Music
1220 Tasman Dr #457
Sunnyvale CA 94089

Instructor ID:
SSN:
Home Phone: (408) 734-4211

Contractor agrees to contact the Recreation Services three (3) working days prior to first class meeting to verify class enrollment. This agreement calls for contractor to teach the following class(es):

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
2227 - Keyboards Level I MSRC Classroom 146	2015 Summer		Thu Jun 11-Sat Aug 8 3:30 PM-4:15 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 72.0000% of key fees										
2228 - Keyboards Level I MSRC Classroom 146	2015 Summer		Thu Jun 11-Thu Aug 6 3:30 PM-4:15 PM	Yes		9	9	6.75	0.00	0.00
General Rate: 72.0000% of key fees										
2229 - Keyboards Level I MSRC Classroom 146	2015 Summer		Fri Jun 12-Fri Aug 7 4:20 PM-5:05 PM	Yes		8	8	6.00	0.00	0.00
General Rate: 72.0000% of key fees										
2230 - Keyboards Level I MSRC Classroom 146	2015 Summer		Sat Jun 13-Sat Aug 8 11:30 AM-12:15 PM	Yes		8	8	6.00	0.00	0.00
General Rate: 72.0000% of key fees										
2231 - Keyboards Level 2 & Up MSRC Classroom 146	2015 Summer		Thu Jun 11-Sat Aug 8 4:20 PM-5:05 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 72.0000% of key fees										
2232 - Keyboards Level 2 & Up MSRC Classroom 146	2015 Summer		Thu Jun 11-Thu Aug 6 4:20 PM-5:05 PM	Yes		9	9	6.75	0.00	0.00
General Rate: 72.0000% of key fees										
2233 - Keyboards Level 2 & Up MSRC Classroom 146	2015 Summer		Thu Jun 11-Thu Aug 6 5:10 PM-5:55 PM	Yes		9	9	6.75	0.00	0.00
General Rate: 72.0000% of key fees										

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

2234 - Keyboards Level 2 & Up MSRC Classroom 146	2015 Summer	Fri Jun 12-Fri Aug 7 3:30 PM-4:15 PM	Yes	8	8	6.00	0.00	0.00
General Rate: 72.0000% of key fees								
2235 - Keyboards Level 2 & Up MSRC Classroom 146	2015 Summer	Fri Jun 12-Fri Aug 7 5:10 PM-5:55 PM	Yes	8	8	6.00	0.00	0.00
General Rate: 72.0000% of key fees								
2236 - Keyboards Level 2 & Up MSRC Classroom 146	2015 Summer	Fri Jun 12-Fri Aug 7 6:00 PM-6:45 PM	Yes	8	8	6.00	0.00	0.00
General Rate: 72.0000% of key fees								
2237 - Keyboards Level 2 & Up MSRC Classroom 146	2015 Summer	Sat Jun 13-Sat Aug 8 10:40 AM-11:25 AM	Yes	8	8	6.00	0.00	0.00
General Rate: 72.0000% of key fees								
2239 - Semi-Private Keyboard Level 2 & Up MSRC Classroom 146	2015 Summer	Fri Jun 12-Fri Aug 7 6:45 PM-7:30 PM	Yes	8	8	6.00	0.00	0.00
General Rate: 72.0000% of key fees								
2240 - Guitar Level 1 MSRC Classroom 146	2015 Summer	Wed Jun 10-Wed Aug 5 3:45 PM-4:30 PM	Yes	9	9	6.75	0.00	0.00
General Rate: 72.0000% of key fees								
2241 - Guitar Level 2 MSRC Classroom 146	2015 Summer	Wed Jun 10-Wed Aug 5 4:30 PM-5:15 PM	Yes	9	9	6.75	0.00	0.00
General Rate: 72.0000% of key fees								
2242 - Guitar Level 2 MSRC Classroom 146	2015 Summer	Wed Jun 10-Wed Aug 5 5:15 PM-6:00 PM	Yes	9	9	6.75	0.00	0.00
General Rate: 72.0000% of key fees								
2243 - Beethoven Beginners MSRC Classroom 146	2015 Summer	Sat Jun 13-Sat Aug 8 9:00 AM-9:45 AM	Yes	8	8	6.00	0.00	0.00
General Rate: 72.0000% of key fees								
2244 - Mozart Masters MSRC Classroom 146	2015 Summer	Sat Jun 13-Sat Aug 8 9:45 AM-10:30 AM	Yes	8	8	6.00	0.00	0.00
General Rate: 72.0000% of key fees								

Milpitas Recreation

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

2743 - Beethoven Beginners	2015	Sat Jun 13-Sat Aug 8	Yes	8	8	6.00	0.00	0.00
MSRC Classroom 146	Summer	12:20 PM-1:05 PM						
General Rate: 72.0000% of key fees								

Vendor Number
13785

City of Milpitas
455 E. Calaveras Blvd., Milpitas CA 95035

Purchase Order Requisition Page ___ of ___

Recommended Supplier / Contact / Street Address

Noteworthy Music
1220 Tasman Drive, #7

Reason For Recommendation

Ship To

City of Milpitas
Dale Flunoy
457 E. Calaveras Blvd.
Milpitas, CA 95035

Special Instructions

Department Head Approvals

Approval Date

City, State & Zip Code

Telephone
408-734-4211

Fax #

Date Requested:

Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project

Check box if attachments are to be sent with PO ☐

Check box to send PO to vendor ☐

Date Required:

Requested by: Dale Flunoy

Ext. 3228

Date Requested:

Item Quantity Unit of Measure

Description

Unit Price

Extended Price

Fund - Function - Expenditure / CP / PG / GT

1 1 1 Class payments

\$30,000.00 \$30,000.00

100-170-4237

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Sub Total \$30,000.00

Tax \$0.00

Freight \$0.00

Total \$30,000.00

Justification Or Intended Use Of Goods or Services

For Accounting Use Only

Requestor Check-off list:

Agreement Dated: _____
Certificate of Insurance Expiration Date: _____
City Council Approved on (for purchases over \$20,000): _____
Competitive Bidding - 3 quotes received ☐ Yes** ☐ No
Sole Source Justification form (attach) ☒
Emergency Procurement form (attach) ☒
(*attach Agenda & Minutes) (**attach quotes)

Signature Approval _____
CIP Budget Check _____
Acct. Code Check _____
Agreement Dated _____
Insurance Expires _____
City Council _____
Commodity Code: _____
Ship to Code: _____
PO Entered on: _____
PO # _____
Batch # _____
Entered by _____
Depreciable? If yes, use PO# EQ _____
Multiple Account Use PO# MA _____

Forward Original to Accounting Services, Save a copy for your records

Revised 10/6/10

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Jeannette Bumagat	
Address: 296 N. Milpitas Blvd. Milpitas, CA 95035	Tax ID Number: - 586-38-8524
Phone Number: (408) 262-0770	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and Jeannette Bumagat, an individual or a California corporation ("Contractor") and this Agreement will be in effect from June 1, 2015 to September 30, 2015, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Basketball Camps (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 65 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 5
Minimum Participants 30
Maximum Participants 80

B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.

C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.

D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).

E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.

F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.

5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.

7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. AKB Contractor initials.

8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision or any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

Jeannette K. Bumagat
[Jeannette Bumagat]

Date: May 27, 2015

CITY OF MILPITAS, CALIFORNIA

By: Renee Jorntzen

Date: 6/4/15

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

Jeannette K Bumagat
296 N. Abbott Ave.
Milpitas CA 95035

Instructor ID:
SSN:
Home Phone: (408) 688-1995

This agreement calls for you to teach the following activities:

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
2303 - SBS Basketball Camp 3rd & 2015 4th Grade MSC Gymnasium	Summer		Mon Jun 15-Fri Jul 31 9:00 AM-3:00 PM	Yes		0	0	0.00	0.00	0.00
General Rate: 65.0000% of key fees										
2304 - SBS Basketball Camp 3rd & 2015 4th Grade MSC Gymnasium	Summer		Mon Jun 15-Fri Jun 19 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees										
2305 - SBS Basketball Camp 3rd & 2015 4th Grade MSC Gymnasium	Summer		Mon Jun 22-Fri Jun 26 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees										
2306 - SBS Basketball Camp 3rd & 2015 4th Grade MSC Gymnasium	Summer		Mon Jun 29-Thu Jul 2 9:00 AM-3:00 PM	Yes		1	4	24.00	0.00	0.00
General Rate: 65.0000% of key fees										
2307 - SBS Basketball Camp 3rd & 2015 4th Grade MSC Gymnasium	Summer		Mon Jul 6-Fri Jul 10 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees										
2308 - SBS Basketball Camp 3rd & 2015 4th Grade MSC Gymnasium	Summer		Mon Jul 13-Fri Jul 17 9:00 AM-3:00 PM	Yes		1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees										

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2309 - SBS Basketball Camp 3rd & 2015 4th Grade Summer MSC Gymnasium	Mon Jul 27-Fri Jul 31 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees							
2310 - SBS Basketball Camp 5th & 2015 6th Grade Summer MSC Gymnasium	Mon Jun 15-Fri Jul 31 9:00 AM-3:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 65.0000% of key fees							
2311 - SBS Basketball Camp 5th & 2015 6th Grade Summer MSC Gymnasium	Mon Jun 15-Fri Jun 19 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees							
2312 - SBS Basketball Camp 5th & 2015 6th Grade Summer MSC Gymnasium	Mon Jun 22-Fri Jun 26 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees							
2313 - SBS Basketball Camp 5th & 2015 6th Grade Summer MSC Gymnasium	Mon Jun 29-Thu Jul 2 9:00 AM-3:00 PM	Yes	1	4	24.00	0.00	0.00
General Rate: 65.0000% of key fees							
2314 - SBS Basketball Camp 5th & 2015 6th Grade Summer MSC Gymnasium	Mon Jul 6-Fri Jul 10 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees							
2315 - SBS Basketball Camp 5th & 2015 6th Grade Summer MSC Gymnasium	Mon Jul 13-Fri Jul 17 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees							
2316 - SBS Basketball Camp 5th & 2015 6th Grade Summer MSC Gymnasium	Mon Jul 27-Fri Jul 31 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees							
2317 - SBS Basketball Camp 7th & 2015 8th Grade Summer MSC Gymnasium	Mon Jun 15-Fri Jul 31 9:00 AM-3:00 PM	Yes	0	0	0.00	0.00	0.00
General Rate: 65.0000% of key fees							

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Milpitas, CA, 95035
(408) 586-3210

Activity	Grade	Term	Dates	Yes	1	5	30.00	0.00	0.00
2318 - SBS Basketball Camp 7th & 2015	8th Grade	Summer	Mon Jun 15-Fri Jun 19 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
MSC Gymnasium									
General Rate: 65.0000% of key fees									
2319 - SBS Basketball Camp 7th & 2015	8th Grade	Summer	Mon Jun 22-Fri Jun 26 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
MSC Gymnasium									
General Rate: 65.0000% of key fees									
2320 - SBS Basketball Camp 7th & 2015	8th Grade	Summer	Mon Jun 29-Thu Jul 2 9:00 AM-3:00 PM	Yes	1	4	24.00	0.00	0.00
MSC Gymnasium									
General Rate: 65.0000% of key fees									
2321 - SBS Basketball Camp 7th & 2015	8th Grade	Summer	Mon Jul 6-Fri Jul 10 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
MSC Gymnasium									
General Rate: 65.0000% of key fees									
2322 - SBS Basketball Camp 7th & 2015	8th Grade	Summer	Mon Jul 13-Fri Jul 17 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
MSC Gymnasium									
General Rate: 65.0000% of key fees									
2323 - SBS Basketball Camp 7th & 2015	8th Grade	Summer	Mon Jul 27-Fri Jul 31 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
MSC Gymnasium									
General Rate: 65.0000% of key fees									

Forward Original to Accounting Services, Save a copy for your records

Revised 10/6/10

Multiple Account Use PO# MA _____

Applicable: () yes, () no, () off EQ _____

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Patricia Jensen DBA, Jensen School of Dance	
Address: 1491 N. Milpitas Blvd. Milpitas, CA 95035	Tax ID Number: 554-94-1803
Phone Number: (408) 262-0770	

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and Patricia Jensen DBA, Jensen School of Dance, an individual or a California corporation ("Contractor") and this Agreement will be in effect from June 8, 2015 to August, 31, 2105, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Talented Tots, Ballet & Tap, Floor Gym, Tumbling, Hip Hop and Ballroom Classes (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 75 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 4, 5, 6, 8

Minimum Participants 4, 7, 10

Maximum Participants 14, 20, 25, 40

B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.

C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.

D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).

E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.

F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.

5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.


7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. RA Contractor initials.

8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

18. No Oral Modification. This Agreement may not be altered or amended except by a written document executed by the parties hereto.
19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

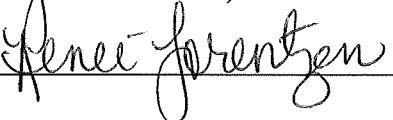
CONTRACTOR:



[Patty Jensen DBA, Jensen School of Dance]

Date: 5/26/15

CITY OF MILPITAS, CALIFORNIA

By: 

Date: 6/4/15

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

Jensen School Of Performing Arts
Pre-K-Enrichment
 1491 N. Milpitas Blvd.
 Milpitas CA 95035

Instructor ID:
SSN:
Home Phone: (408) 262-0770

This agreement calls for you to teach the following activities:

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
1968 - Ballet & Tap Combo Level 1	2015 Summer		Wed Jun 3-Wed Jun 24 4:45 PM-5:30 PM	Yes		4	4	3.00	0.00	0.00
General Rate:			75.0000% of key fees							
1969 - Ballet & Tap Combo Level 1	2015 Summer		Tue Jun 2-Tue Jun 23 6:00 PM-6:45 PM	Yes		4	4	3.00	0.00	0.00
General Rate:			75.0000% of key fees							
1971 - Ballet Level 1	2015 Summer		Tue Jun 2-Tue Jun 23 4:00 PM-4:45 PM	Yes		4	4	3.00	0.00	0.00
General Rate:			75.0000% of key fees							
1972 - Ballet Level 1	2015 Summer		Tue Jul 7-Thu Jul 30 4:15 PM-5:00 PM	Yes		4	8	6.00	0.00	0.00
General Rate:			75.0000% of key fees							
1977 - Gymsters	2015 Summer		Thu Jun 4-Thu Jun 25 4:15 PM-5:00 PM	Yes		4	4	3.00	0.00	0.00
General Rate:			75.0000% of key fees							
1978 - Gymsters	2015 Summer		Thu Jul 9-Thu Jul 30 4:15 PM-5:00 PM	Yes		4	4	3.00	0.00	0.00
General Rate:			75.0000% of key fees							
1979 - Floor Gym	2015 Summer		Thu Jun 4-Thu Jun 25 5:00 PM-5:45 PM	Yes		4	4	3.00	0.00	0.00
General Rate:			75.0000% of key fees							
1980 - Floor Gym	2015 Summer		Thu Jul 9-Thu Jul 30 5:00 PM-5:45 PM	Yes		4	4	3.00	0.00	0.00
General Rate:			75.0000% of key fees							

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1983 - Talented Tots	2015 Summer	Tue Jun 23-Thu Aug 13 9:30 AM-10:15 AM	Yes	0	0	0.00	0.00	0.00
	General Rate: 75.0000% of key fees							
1984 - Talented Tots	2015 Summer	Tue Jun 23-Thu Jul 16 9:30 AM-10:15 AM	Yes	4	8	6.00	0.00	0.00
	General Rate: 75.0000% of key fees							
1985 - Talented Tots	2015 Summer	Tue Jul 21-Thu Aug 13 9:30 AM-10:15 AM	Yes	4	8	6.00	0.00	0.00
	General Rate: 75.0000% of key fees							
1986 - Talented Tots	2015 Summer	Tue Jun 23-Tue Jul 14 9:30 AM-10:15 AM	Yes	4	4	3.00	0.00	0.00
	General Rate: 75.0000% of key fees							
1987 - Talented Tots	2015 Summer	Tue Jul 21-Tue Aug 11 9:30 AM-10:15 AM	Yes	4	4	3.00	0.00	0.00
	General Rate: 75.0000% of key fees							
1988 - Talented Tots	2015 Summer	Thu Jul 23-Thu Aug 13 9:30 AM-10:15 AM	Yes	4	4	3.00	0.00	0.00
	General Rate: 75.0000% of key fees							
1989 - Tiny Stars Dance	2015 Summer	Tue Jun 23-Thu Jul 16 10:15 AM-11:00 AM	Yes	4	8	6.00	0.00	0.00
	General Rate: 75.0000% of key fees							
1990 - Tiny Stars Dance	2015 Summer	Tue Jul 21-Thu Aug 13 10:15 AM-11:00 AM	Yes	4	8	6.00	0.00	0.00
	General Rate: 75.0000% of key fees							
2375 - Little Stars Summers Adventures 1 MCC Preschool Room 2/3	2015 Summer	Mon Jun 22-Fri Aug 14 9:00 AM-11:30 AM	Yes	0	0	0.00	0.00	0.00
	General Rate: 75.0000% of key fees							

Milpitas Recreation

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

2638 - Little Stars Summer Time Learning	2015 Summer	Mon Jun 22-Fri Jul 17 9:00 AM-11:30 AM	Yes	4	11	27.50	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2641 - Little Stars Discover/Play	2015 Summer	Mon Jul 20-Fri Aug 14 12:30 PM-3:00 PM	Yes	4	12	30.00	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2642 - Little Stars Discover/Play	2015 Summer	Tue Jun 23-Thu Jul 16 9:00 AM-11:30 AM	Yes	4	8	20.00	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2645 - Little Stars Summer Time Learning	2015 Summer	Tue Jul 21-Thu Aug 13 12:30 PM-3:00 PM	Yes	4	8	20.00	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2646 - Little Stars Summers Adventures II	2015 Summer	Mon Jun 22-Fri Aug 14 9:00 AM-11:30 AM	Yes	0	0	0.00	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2648 - Little Stars Summer Time Learning	2015 Summer	Mon Jun 22-Fri Jul 17 9:00 AM-11:30 AM	Yes	4	11	27.50	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2651 - Little Stars Discover/Play	2015 Summer	Mon Jul 20-Fri Aug 14 12:30 PM-3:00 PM	Yes	4	12	30.00	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2652 - Little Stars Discover/Play	2015 Summer	Tue Jun 23-Thu Jul 16 9:00 AM-11:30 AM	Yes	4	8	20.00	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

Milpitas Recreation

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

2656 - Little Stars Summer Time Learning	2015 Summer	Tue Jul 21-Thu Aug 13 12:30 PM-3:00 PM	Yes	4	8	20.00	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2695 - Little Stars Summer Time Learning	2015 Summer	Mon Jul 20-Fri Aug 14 9:00 AM-11:30 AM	Yes	4	12	30.00	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2696 - Little Stars Discover/Play	2015 Summer	Mon Jun 22-Fri Jul 17 12:30 PM-3:00 PM	Yes	4	11	27.50	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2697 - Little Stars Discover/Play	2015 Summer	Tue Jul 21-Thu Aug 13 9:00 AM-11:30 AM	Yes	4	8	20.00	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2698 - Little Stars Summer Time Learning	2015 Summer	Tue Jun 23-Thu Jul 16 12:30 PM-3:00 PM	Yes	4	8	20.00	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2699 - Little Stars Discover/Play	2015 Summer	Mon Jun 22-Fri Jul 17 12:30 PM-3:00 PM	Yes	4	11	27.50	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2700 - Little Stars Summer Time Learning	2015 Summer	Mon Jul 20-Fri Aug 14 9:00 AM-11:30 AM	Yes	4	12	30.00	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

2701 - Little Stars Summer Time Learning	2015 Summer	Tue Jun 23-Thu Jul 16 12:30 PM-3:00 PM	Yes	4	8	20.00	0.00	0.00
MCC Preschool Room								
2/3								

General Rate: 75.0000% of key fees

Milpitas Recreation

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2702 - Little Stars Discover/Play MCC Preschool Room	2015 Summer	Tue Jul 21-Thu Aug 13 9:00 AM-11:30 AM	Yes	4	8	20.00	0.00	0.00
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General Rate: 75.0000% of key fees

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

Jensen School Performing Arts
Attn: Patty Jensen
1491 N. Milpitas Blvd
Milpitas CA 95035

Letter of Agreement

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
1970 - Talented Tots	2015 Summer		Tue Jun 2-Tue Jun 23 4:30 PM-5:15 PM	Yes		4	4	3.00	0.00	0.00
	General Rate: 75.0000% of key fees									
1973 - Mini Campers	2015 Summer		Mon Jun 15-Fri Jun 19 2:30 PM-3:30 PM	Yes		1	5	5.00	0.00	0.00
	General Rate: 75.0000% of key fees									
1974 - Young Campers	2015 Summer		Mon Jun 15-Fri Jun 19 2:30 PM-3:30 PM	Yes		1	5	5.00	0.00	0.00
	General Rate: 75.0000% of key fees									
1975 - Junior Campers	2015 Summer		Mon Jun 15-Fri Jun 19 1:00 PM-2:30 PM	Yes		1	5	7.50	0.00	0.00
	General Rate: 75.0000% of key fees									
1976 - Senior Campers	2015 Summer		Mon Jun 15-Fri Jun 19 1:00 PM-2:30 PM	Yes		1	5	7.50	0.00	0.00
	General Rate: 75.0000% of key fees									
1981 - Mini Fairies	2015 Summer		Mon Jul 13-Fri Jul 17 1:00 PM-2:00 PM	Yes		1	5	5.00	0.00	0.00
	General Rate: 75.0000% of key fees									
1982 - Young Fairies	2015 Summer		Mon Jul 13-Fri Jul 17 2:00 PM-3:30 PM	Yes		1	5	7.50	0.00	0.00
	General Rate: 75.0000% of key fees									

Vendor Number
15645

City of Milpitas
455 E. Calaveras Blvd., Milpitas CA 95035

Purchase Order Requisition Page ___ of ___

Recommended Supplier / Contact / Street Address
Jensen School of Performing Arts
1491 N. Milpitas Blvd.

Reason For Recommendation

Ship To

Special Instructions

Department Head Approvals

Approval Date

City, State & Zip Code
Milpitas, CA 95035

Telephone
408-262-0770

Fax #

Check box if
attachments are to
be sent with PO ☐

Check box to
send PO
to vendor ☐

Date Required:

Requested by
Date Flunoy

3228

Ext.

Date Requested:

Signature signifies certification that funds are available and need of services
or materials are valid in this function unit or project

Item Quantity Unit of Measure

Description

Unit Price

Extended Price

Fund - Function - Expenditure / CP / PG / GT

Account Number

1 1 1 Class payments

\$30,000.00 \$30,000.00

100-170-4237

2 1 1 Pre-K Enrichment Payments

\$60,000.00 \$60,000.00

100-163-4237

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Justification Or Intended Use Of Goods or Services

Sub Total

\$90,000.00

Tax

\$0.00

Freight

\$0.00

Total

\$90,000.00

Requestor Check-off list:

Agreement Dated: _____
Certificate of Insurance Expiration Date: _____
City Council Approved on (for purchases over \$20,000): _____
Competitive Bidding - 3 quotes received ☐ Yes** ☐ No
Sole Source Justification form (attach) ☐ not applicable
Emergency Procurement form (attach) ☐ not applicable
(*attach Agenda & Minutes) (**attach quotes)

For Accounting Use Only

Signature Approval _____
CIP Budget Check _____
Acct. Code Check _____
Agreement Dated _____
Insurance Expires _____
City Council _____

Commodity Code: _____
Ship to Code: _____
PO Entered on: _____
PO # _____
Batch # _____
Entered by: _____

Forward Original to Accounting Services, Save a copy for your records

Revised 10/6/10

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Mei Wan Chai, an individual dba Center Stage Performing Arts

Address:
2415 San Ramon Valley Blvd. Suite 4393
San Ramon, CA 94538

Phone Number: (408) 707-7158

This Agreement for Recreation Services is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and **Mei Wan Chai, an individual dba Center Stage Performing Arts**, ("Contractor"). This Agreement will be in effect from **July 1, 2015 through June 30, 2016**, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
2. Contractor No Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: **Milpitas Recreation Children's Theatre Program – Center Stage Performing Arts and Annual Tree Lighting Ceremony (see attached Exhibit A)**
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
4. Compensation and City Cancellation Powers. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of each production as herein indicated:

Payment Rate: **90%** of program cast fees (excluding the individual \$20 non-resident fee) collected by City at the end of the production. City is not responsible for compensating Contractor for participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of productions: 4 (three productions and Annual Tree Lighting Ceremony)
Minimum Participants (per production): 20
Maximum Participants (per production): 80

- A. In the event of a rehearsal cancellation by the Contractor resulting in a make-up rehearsal, the Contractor payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up rehearsal.
 - B. If a production does not reach the stated minimum number of participants prior to the first rehearsal, the City may in its sole discretion cancel the production, without compensation to the Contractor. Likewise, in the event the total number of participants drops below the minimum required production size prior to the beginning of the no-refund cancellation period as set forth in the Recreation Customer Satisfaction Policy, then the City may in its sole discretion cancel the remaining production rehearsals. In that event, the City shall pay Contractor a pro-rated amount only for those production rehearsals taught, up to the time of cancellation.
 - C. City will not withhold any amount for federal or state income taxes. All instructors must complete a W-9 form and shall be responsible for payment of any applicable federal or state taxes.
5. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.

6. Insurance **Insurance requirement waived.**

The City Attorney jointly with the Risk Manager (Finance Director) of the City has the authority to waive or vary any provision of Section 6. Any such waiver or variation shall not be effective unless made in writing and included in the Scope of Work attached in Exhibit A.

Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of the Workers' compensation laws of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, the Contractor will therefore not be covered under the City's Worker's Compensation Fund. Additionally, City will not obtain unemployment insurance for the Independent Contractor. Therefore, City's insurance company will not defend or pay out claims brought against an Independent contractor of City. Contractor understands that as an Independent Contractor, he/she are responsible for his/her own insurance and liability coverage. mc Contractor initials

7. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.

8. Publicity and Promotion. Contractor grants full permission to the City for use of his/her name and photographs, videographs, motion pictures or recordings for any publicity and promotional purposes without charge to the City.
9. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to the first class. Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Parks & Recreation Services representative. The Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
10. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
11. Indemnification. Contractor hereby indemnifies and holds harmless and releases and discharges the City of Milpitas, its officers, agents, employees, and volunteers from any and all liability for any injuries to persons or property suffered by any persons (including but not limited to contractor, contractor's employees or students) arising from or connected with this Agreement or Contractor's activities pursuant to this Agreement. Therefore, Contractor evaluated the inherent risks involved in operating his/her activity and has sufficient insurance coverage. mc Contractor initials
12. Governing Law. The laws of the State of California shall govern this Agreement.
13. Compliance with Applicable Laws. Contractor shall comply with all local, state, and federal laws, rules, regulations, policies, and guidelines.
14. Termination. City may terminate this Agreement for convenience with seven (7) days written notice to Contractor.
15. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

mei-wan Chan
CONTRACTOR SIGNATURE
REPRESENTATIVE
DATE JUNE 4, 2015

Denise J. Brontzen
RECREATION SERVICES
DATE 6/4/15

Center Stage Performing Arts
Season 2015-2016
Scope of Work - Exhibit A

Production Schedule (subject to change) updated version not available

*Shows and Dates subject to change

Fall 2015 – Seussical, Jr.

Auditions:

Monday & Tuesday, August 26 & 27, 2015

Call Backs:

Wednesday, August 28, 2015

Cast Meeting:

Thursday, August 30, 2015

Rehearsals:

August 30, 2015 – November 7, 2015

Performances:

Friday, November 8, 2015

Saturday, November 9, 2015

Sunday, November 10, 2015

Thursday, November 14, 2015

Friday, November 15, 2015

Saturday, November 16, 2015

School Performances:

Tuesday & Wednesday, November 12 & 13, 2015

Winter 2015 – The Ransom of Emily Jane

Auditions:

Tuesday & Wednesday, November 12 & 13, 2015

Cast Meeting:

Thursday, November 14, 2015

Rehearsals:

November 14 – December 8, 2015

Performances:

Monday, December 9, 2015

Tuesday, December 10, 2015

Wednesday December 11, 2015

Thursday, December 12, 2015

School Performances:

Tuesday & Wednesday, December 10-11, 2015

Annual Tree Lighting Event

Sunday, December 1, 2015

Spring 2015 – The Wiz

Auditions:

Monday & Tuesday, January 13 & 14, 2015

Callbacks:

Wednesday, January 15, 2015

Cast Meeting:

Thursday, January 16, 2015

Rehearsals:

January 16 – March 20, 2015

Performances:

Friday, March 21, 2015

Saturday, March 22, 2015

Sunday, March 23, 2015

Thursday, March 27, 2015

Friday, March 28, 2015

Saturday, March 29, 2015

School Performances:

Tuesday & Wednesday, March 25 & 26 2015

Summer 2016 – Chicago

Auditions:

Monday & Tuesday, May 5 & 6, 2016

Callbacks:

Wednesday, May 7, 2016

Cast Meeting:

Thursday, May 8, 2016

Rehearsals:

May 8 - July 17, 2016

Performances:

Friday, July 18, 2016

Saturday, July 19, 2016

Sunday, July 20, 2016

Friday, July 25, 2016

Saturday, July 26, 2016

Sunday, July 27, 2016

Thursday, July 31, 2016

Friday, August 1, 2016

Saturday, August 2, 2016

Camp Performances:

Wednesday, July 30, 2016

Center Stage Performing Arts
Season 2015-2016
Scope of Work - Exhibit A

Ticket & Concession Sales

Ticket sales are the sole responsibility of Contractor. Ticket prices and Box Office hours and staffing are to be determined by Contractor. Ticket sales will not run through City of Milpitas Recreation offices and are therefore 100% of the proceeds will go to Contractor.

The purchasing and selling of Performance Concession Sales is the sole responsibility of Contractor. Concession prices are to be determined by Contractor. Concession sales will not run through City of Milpitas Recreation offices and are therefore 100% of the proceeds go to Contractor.

Promotional Materials

Marketing

Milpitas Recreation Services will market the Center Stage Performing Arts programs provided for the City of Milpitas through the seasonal activity guide, e-blasts, press releases, flyers, marquee and website. Anything additional, i.e., paid ads, will be at the cost of Contractor.

Printing

Recreation Services will continue to create and print the programs flyers, programs and tickets in the same style and quality that has historically been created. Any promotional printing above and beyond (i.e. full color, glossy print) will be the cost of and responsibility of Contractor.

Information to create flyers, programs and tickets must be reported and communicated to staff in a timely manner and will be determined by Contractor and Milpitas Recreation Marketing Coordinator.

Facility Use

City will provide audition, rehearsal, performance and other program space as needed.

Donations

The City will continue to accept donation on behalf of Contractor should donors wish to donate to the program.

Insurance

General liability Insurance requirements have been waived jointly by the City of Milpitas' Risk Manager and City Attorney.

Vendor Number
17648

City of Milpitas
455 E. Calaveras Blvd., Milpitas CA 95035

Purchase Order Requisition Page ___ of ___

Recommended Supplier / Contact / Street Address

Mei-Wan Chai
Center Stage Performing Arts
2415 San Ramon Valley Blvd., Suite 4393

Reason For Recommendation

Children's Theater
Program

Ship To

Date Flunoy
457 E. Calaveras Blvd.
Milpitas, CA 95035

Special Instructions

Department Head Approvals

Approval Date

City, State & Zip Code

San Ramon, CA 94583

Telephone

408-707-7158

Fax #

Check box if attachments are to be sent with PO

☐

Check box to send PO to vendor

☐

Date Required:

Requested by: *[Signature]*
Date Flunoy

Ext.

3228

Date Requested:

Signature signifies certification that funds are available and need of services or materials are valid in this function unit or project

Item Quantity Unit of Measure

Description

Unit Price

Extended Price

Account Number
Fund - Function - Expenditure / CP / PG / GT

1 1 1 Payments for Center Stage Performing Arts Children's Theater FY 15-16

\$30,000.00 \$30,000.00

100-168-4237

Justification Or Intended Use Of Goods or Services

Sub Total

Tax

Freight

Total

Requestor Check-off list:

Agreement Dated: _____

Certificate of Insurance Expiration Date: _____

City Council Approved on (for purchases over \$20,000): _____ *

Competitive Bidding - 3 quotes received ☐ Yes** ☐ No

Sole Source Justification form (attach)

Emergency Procurement form (attach)

(*attach Agenda & Minutes)

(*attach quotes)

☒ not applicable
☒ not applicable
☒ not applicable
☒ not applicable
☒ not applicable
☒ not applicable

For Accounting Use Only

Signature Approval _____

CIP Budget Check _____

Acct. Code Check _____

Agreement Dated _____

Insurance Expires _____

City Council _____

Commodity Code: _____

Ship to Code: _____

PO Entered on: _____

PO # _____

Batch # _____

Entered by _____

Forward Original to Accounting Services, Save a copy for your records

Revised 10/6/10

Depreciable? If yes, use PO# EO _____
Multiple Account Use PO# MA _____

AGREEMENT FOR CITY OF MILPITAS RECREATION SERVICES

Instructor Name: Bay Area Gurukul Attention: Swati Shah	
Address: 1306 Chewpon Ave., Milpitas, CA 95035	Tax ID Number: 46 - 5446717
Phone Number: (408) 942-9004	

This Agreement for Recreation Services is made by and between the City of Milpitas; a municipal corporation of the State of California ("City") and Bay Area Gurukul, an individual or a California corporation ("Contractor") and this Agreement will be in effect from June 8, 2015 to August 31, 2105, in Milpitas, California.

1. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. Otherwise, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
2. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
3. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the City with the following services: Art Classes and Children's Classes (see attached scope of service fully incorporated herein)
 - A. Contractor shall supply and furnish all necessary work, labor, and materials in carrying out this Agreement at Contractor's sole cost and expense.
 - B. Contractor agrees to contact Recreation Services three (3) days prior to the first class meeting to verify class enrollment. If fewer than the minimum students have enrolled for the course, class status will be determined by Contractor and the designated Recreation Services Representative.
4. Compensation. It is agreed that payment to Contractor for work rendered hereunder shall be made within (30) days of completion of terms as herein indicated:

Payment Rate**: 65 % of receipts (resident rate only).

- A. Contractor shall be compensated based on enrollment totals at the end of the session. Recreation Services is not responsible for compensating Contractors participants who withdraw from the program due to dissatisfaction as stated in the Recreation Services Customer Satisfaction Policy.

of class meetings 1, 4, 5

Minimum Participants 4

Maximum Participants 8, 12, 15

B. Should Contractor modify dates or times, or is tardy to a class more than two (2) times in a given session, resulting in changes to the schedule as listed in the Activity Guide, Contractor's final compensation shall be reduced by 10%.

C. In the event of a class cancellation by Contractor resulting in a make-up class, Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make-up class.

D. Should Recreation Services be the cause of any class cancellation (i.e., scheduling conflict of facility or lack of building accessibility), Contractor shall be compensated for missed or re-scheduled class(es).

E. In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting the stated minimum enrollment is still not reached, Recreation Services may, at its discretion cancel the class, or if said class is not canceled, Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.

F. Payment is for professional services and not as an hourly wage. City will not withhold from such payment any amount for federal or state income taxes. All instructors must complete a W-9 form.

5. Termination. City may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, City at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

6. Licenses and Permits; Compliance with Laws. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide services pursuant to this Agreement. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement a valid business license from City and a copy of the license shall be included with the original signed contract.

7. Insurance. Should Contractor employ any party or person in connection with Contractor's operations under this contract, Contractor shall obtain Worker's Compensation Insurance and will provide the City with proof thereof. The Labor Code of California states that an employer must cover employees for work-related injury and illness. As an Independent Contractor, and not an agent or employee of City, Contractor and any employees thereof will not be covered under the City's Worker's Compensation Fund. City will also not obtain unemployment insurance for Contractor. City's insurer will not defend or pay claims brought against Contractor. Contractor understands that as an Independent Contractor, he/she is responsible for his/her own insurance and liability coverage. SJ Contractor initials.

8. Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

9. Special Risks or Circumstances. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. No Assignment. Contractor has agreed that the services called for under this Agreement are personal services, and Contractor shall not, under any circumstances, assign this contract. Any attempt to do so shall render this contract void and of no further effect.
11. Permission. Contractor grants full permission to the City of Milpitas for use of his/her name and photographs, videos, motion pictures or recordings for any publicity and promotion purposes without obligation or liability to contractor.
12. Background Checks. If class/program is open to youth under the age of 18 years, Contractor and any assistant instructors/subcontractors agree to fulfill all fingerprint/background checks prior to first class. Independent Contractor/assistant instructor/subcontractor is not eligible to work until the clearance is received from the Department of Justice and notified by a Recreation Services representative. The Independent Contractor attests that they have never been convicted of a crime, including military offenses, other than minor traffic offenses, which resulted in conviction and/or imprisonment.
13. Entire Agreement. This Agreement and the incorporated attachments represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
14. Indemnification. Contractor shall defend and indemnify City and its officers, agents, employees and volunteers (collectively, "City Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to this Agreement or Contractor's activities pursuant to this Agreement, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of City Parties. Contractor shall have no obligation to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Agreement is not a construction contract. For purposes of Section 2782.8 of the Civil Code, the parties hereto recognize and agree that this Agreement is not for design professional services.
15. Governing Law and Venue. The laws of the State of California shall govern this Agreement. In the event that suit shall be brought by any of the parties, the parties agree venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United State District Court, Northern District of California, San Jose, California.
16. Compliance with Applicable Laws. Contractor shall comply with all laws applicable to the performance of the work hereunder.
17. Noncompliance and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
18. No Oral Modification. This Agreement may not be altered or amended except by a written document

executed by the parties hereto.

19. Severability. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable in any respect under any statute, rule or law of any state or of the United States of America, such unenforceability will not affect any other provision of this Agreement, but, with respect only to the jurisdiction holding the provision to be unenforceable, this Agreement will then be construed as if such unenforceable provision or provisions had never been contained herein.
20. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

CONTRACTOR:

S.J. Sz
[Bay Area Gurukul (Swati Shah)]

Date: 06/02/2015

CITY OF MILPITAS, CALIFORNIA

By: Renee Jrentzen

Date: 6/4/15

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

Bayarea Gurukul Attenion: Swati
Shaw Chewpon Avenue
 Milpitas CA 95035

Letter of Agreement

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	# Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
2148 - Dramatic Art Play - Parent & Me MCC Large Meeting Room	2015 Summer		Mon Jul 27-Mon Aug 31 10:00 AM-11:00 AM	Yes		6	6	6.00	0.00	0.00
General Rate: 65.0000% of key fees										
2149 - Abacus & Mind Math Champs MCC Large Meeting Room	2015 Summer		Mon Jun 15-Mon Jul 20 4:30 PM-6:00 PM	Yes		5	5	7.50	0.00	0.00
General Rate: 65.0000% of key fees										
2150 - Abacus & Mind Math Champs	2015 Summer		Mon Aug 3-Mon Aug 31 4:30 PM-6:00 PM	Yes		5	5	7.50	0.00	0.00
General Rate: 65.0000% of key fees										
2151 - Introduction to Bollywood MCC Preschool Room 1	2015 Summer		Mon Jun 15-Mon Jul 20 4:30 PM-5:15 PM	Yes		6	6	4.50	0.00	0.00
General Rate: 65.0000% of key fees										
2152 - Introduction to Bollywood MCC Preschool Room 1	2015 Summer		Mon Jul 27-Mon Aug 31 4:30 PM-5:15 PM	Yes		6	6	4.50	0.00	0.00
General Rate: 65.0000% of key fees										
2155 - Bollywood Kids MCC Preschool Room 1	2015 Summer		Mon Jun 15-Mon Jul 20 5:30 PM-6:30 PM	Yes		6	6	6.00	0.00	0.00
General Rate: 65.0000% of key fees										
2156 - Bollywood Kids MCC Preschool Room 1	2015 Summer		Mon Jul 27-Mon Aug 31 5:30 PM-6:30 PM	Yes		6	6	6.00	0.00	0.00
General Rate: 65.0000% of key fees										

457 E. Calaveras Blvd.
Milpitas, CA, 95035
(408) 586-3210

2158 - Little Artist MCC Art Room	2015 Summer	Tue Jul 14-Tue Aug 25 9:45 AM-10:30 AM	Yes	6	6	4.50	0.00	0.00
General Rate: 65.0000% of key fees								
2159 - Young Blooming Artist MCC Preschool Room 1	2015 Summer	Tue Jun 16-Tue Jul 28 10:00 AM-11:00 AM	Yes	5	5	5.00	0.00	0.00
General Rate: 65.0000% of key fees								
2160 - Young Blooming Artist	2015 Summer	Thu Jul 30-Thu Aug 27 4:00 PM-5:00 PM	Yes	5	5	5.00	0.00	0.00
General Rate: 65.0000% of key fees								
2161 - Shikhoo Hindi MCC Preschool Room 1	2015 Summer	Wed Jun 10-Wed Jul 15 4:00 PM-5:00 PM	Yes	6	6	6.00	0.00	0.00
General Rate: 65.0000% of key fees								
2162 - Shikhoo Hindi	2015 Summer	Wed Jul 22-Wed Aug 26 4:00 PM-5:00 PM	Yes	6	6	6.00	0.00	0.00
General Rate: 65.0000% of key fees								
2164 - Fun-O-Math Level 1 MCC Small Meeting Room	2015 Summer	Thu Aug 6-Thu Aug 27 10:00 AM-10:50 AM	Yes	4	4	3.33	0.00	0.00
General Rate: 65.0000% of key fees								
2165 - Fun-O-Math Level 1	2015 Summer	Thu Aug 6-Thu Aug 27 4:10 PM-5:00 PM	Yes	4	4	3.33	0.00	0.00
General Rate: 65.0000% of key fees								
2166 - Fun-O-Math Level 2	2015 Summer	Thu Aug 6-Thu Aug 27 5:10 PM-6:00 PM	Yes	4	4	3.33	0.00	0.00
General Rate: 65.0000% of key fees								
2167 - Phonics - Level 1	2015 Summer	Fri Aug 7-Fri Aug 28 3:10 PM-4:00 PM	Yes	4	4	3.33	0.00	0.00
General Rate: 65.0000% of key fees								
2168 - Phonics - Level 2	2015 Summer	Fri Aug 7-Fri Aug 28 4:10 PM-5:00 PM	Yes	4	4	3.33	0.00	0.00
General Rate: 65.0000% of key fees								

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2170 - Calligraphy	2015 Summer	Fri Aug 7-Fri Aug 28 5:15 PM-6:15 PM	Yes	4	4	4.00	0.00	0.00
General Rate: 65.0000% of key fees								
2171 - Namaste Yoga Workshop Cracolice Dance Room	2015 Summer	Sat Jun 27-Sat Jun 27 8:30 AM-10:30 AM	Yes	1	1	2.00	0.00	0.00
General Rate: 65.0000% of key fees								
2172 - Namaste Yoga Workshop Cracolice Dance Room	2015 Summer	Sat Aug 1-Sat Aug 1 8:30 AM-10:30 AM	Yes	1	1	2.00	0.00	0.00
General Rate: 65.0000% of key fees								
2173 - Shikhoo Hindi Camp Cracolice Art Room	2015 Summer	Mon Jul 6-Fri Jul 10 9:00 AM-12:00 PM	Yes	1	5	15.00	0.00	0.00
General Rate: 65.0000% of key fees								
2174 - Yoga Camp Cracolice Art Room	2015 Summer	Mon Jul 13-Fri Jul 17 9:00 AM-12:00 PM	Yes	1	5	15.00	0.00	0.00
General Rate: 65.0000% of key fees								
2175 - Earth Science Camp Cracolice Art Room	2015 Summer	Mon Jul 20-Fri Jul 24 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees								
2176 - Earth Science Camp Cracolice Art Room	2015 Summer	Mon Jul 20-Fri Jul 24 9:00 AM-12:00 PM	Yes	1	5	15.00	0.00	0.00
General Rate: 65.0000% of key fees								
2177 - Fusion Art Camp	2015 Summer	Mon Aug 3-Fri Aug 7 9:00 AM-12:00 PM	Yes	1	5	15.00	0.00	0.00
General Rate: 65.0000% of key fees								
2178 - Fusion Art Camp	2015 Summer	Mon Aug 3-Fri Aug 7 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees								
2179 - Space Camp Cracolice Art Room	2015 Summer	Mon Jul 27-Fri Jul 31 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees								

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2180 - Space Camp Cracolice Art Room	2015 Summer	Mon Jul 27-Fri Jul 31 9:00 AM-12:00 PM	Yes	1	5	15.00	0.00	0.00
General Rate: 65.0000% of key fees								
2181 - Ocean Camp Cracolice Art Room	2015 Summer	Mon Jun 8-Fri Jun 12 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees								
2182 - Ocean Camp Cracolice Art Room	2015 Summer	Mon Jun 8-Fri Jun 12 9:00 AM-12:00 PM	Yes	1	5	15.00	0.00	0.00
General Rate: 65.0000% of key fees								
2183 - Art Camp	2015 Summer	Mon Jun 15-Fri Jun 19 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees								
2184 - Art Camp	2015 Summer	Mon Jun 15-Fri Jun 19 9:00 AM-12:00 PM	Yes	1	5	15.00	0.00	0.00
General Rate: 65.0000% of key fees								
2185 - Drawing Camp	2015 Summer	Mon Jun 22-Fri Jun 26 9:00 AM-3:00 PM	Yes	1	5	30.00	0.00	0.00
General Rate: 65.0000% of key fees								
2186 - Drawing Camp	2015 Summer	Mon Jun 22-Fri Jun 26 9:00 AM-12:00 PM	Yes	1	5	15.00	0.00	0.00
General Rate: 65.0000% of key fees								

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Bayarea Gurukul Attention: Swati
State Pre-K Enrichment Programs
 Milpitas CA 95035

Instructor ID:
SSN:
Home Phone: (408) 957-0493

This agreement calls for you to teach the following activities:

Activity Number - Name/Location	Season	Term	Date and Time	Primary Instructor	Instructor Role	# Weeks	# Days	# Gen. Hrs.	Up-front Prep.Hrs.	# Ongoing Prep.Hrs.
2658 - Pre K Art Camp MCC Preschool Room 1	2015 Summer		Mon Jun 15-Fri Jun 19 9:00 AM-12:00 PM	Yes		1	5	15.00	0.00	0.00
General Rate: 70.0000% of key fees										
2659 - Pre K Art Camp MCC Preschool Room 1	2015 Summer		Mon Aug 10-Fri Aug 14 9:00 AM-12:00 PM	Yes		1	5	15.00	0.00	0.00
General Rate: 70.0000% of key fees										
2661 - Fun-O-Math MCC Preschool Room 1	2015 Summer		Mon Jun 22-Fri Jun 26 9:00 AM-12:00 PM	Yes		1	5	15.00	0.00	0.00
General Rate: 70.0000% of key fees										
2662 - Fun-O-Math MCC Preschool Room 1	2015 Summer		Mon Aug 17-Fri Aug 21 9:00 AM-12:00 PM	Yes		1	5	15.00	0.00	0.00
General Rate: 70.0000% of key fees										
2663 - Science Wiz Camp MCC Preschool Room 1	2015 Summer		Mon Jul 13-Fri Jul 17 9:00 AM-12:00 PM	Yes		1	5	15.00	0.00	0.00
General Rate: 70.0000% of key fees										
2664 - Science Wiz Camp MCC Preschool Room 1	2015 Summer		Mon Aug 24-Fri Aug 28 9:00 AM-12:00 PM	Yes		1	5	15.00	0.00	0.00
General Rate: 70.0000% of key fees										

Vendor Number
17322

City of Milpitas
455 E. Calaveras Blvd., Milpitas CA 95035

Purchase Order Requisition Page ___ of ___

Recommended Supplier / Contact / Street Address

Bay Area Gurukul
Attention: Swati Shaw
1306 Chewpon Avenue

Reason For Recommendation

Ship To

City of Milpitas
Dale Flunoy
457 E. Calaveras Blvd.
Milpitas, CA 95035

Special Instructions

Department Head Approvals

Approval Date

City, State & Zip Code

Milpitas, CA 95035

Telephone

408-957-0493

Fax #

Check box if
attachments are to
be sent with PO ☐

Check box to
send PO
to vendor ☐

Date Required:

Requested by:
Date Flunoy

Ext. Price
3228

Date Requested:

Signature signifies certification that funds are available and need of services
or materials are valid in this function unit or project

Item Quantity Unit of Measure

Description

Unit Price

Extended Price

Fund - Function - Expenditure / CP / PG / GT

Account Number

1 1 1

Class payments

\$20,000.00 \$20,000.00

100-170-4237

2 1 1

Pre-K Enrichment Payments

\$60,000.00 \$60,000.00

100-163-4237

Justification Or Intended Use Of Goods or Services

Sub Total

Tax

Freight

Total

Requestor Check-off list:

Agreement Dated: _____

Certificate of Insurance Expiration Date: _____

City Council Approved on (for purchases over \$20,000): _____ *

Competitive Bidding - 3 quotes received ☐ Yes** ☐ No

Sole Source Justification form (attach)

Emergency Procurement form (attach)

(*attach Agenda & Minutes)

(**attach quotes)

Forward Original to Accounting Services. Save a copy for your records

Revised 10/6/10

For Accounting Use Only

Signature Approval _____

CIP Budget Check _____

Acct. Code Check _____

Agreement Dated _____

Insurance Expires _____

City Council _____

Depreciable? If yes, use PO# EQ _____

Multiple Account Use PO# MA _____

Commodity Code: _____

Ship to Code: _____

PO Entered on: _____

PO # _____

Batch # _____

Entered by _____